

DRAFT

This instrument was prepared by:

Name:

Carol Suarez
7295 Coral Way
Suite 2
Miami, FL 33155
305-267-4456

PLANNING AND ZONING
AGENDA OFFICE

2014 APR -3 A 10:54

Carol Jewelers
BCC 5/22/14
(13-006)
Appeal

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owner, Coral Way Shopping, LLC, a Florida limited liability company, holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," which is supported by the attorney's opinion, and

IN ORDER TO ASSURE the **County** that the representations made by the owner during consideration of Public Hearing No. 13-006 will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

Limitation of uses:

That the property be restricted to a pawnbroker use in connection with the existing jewelry store, provided that said pawnbroker use shall be limited solely to the pawning of jewelry only.

Declaration of Restrictions

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County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including jointers of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, whichever by law has jurisdiction over such matters, after public hearing.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

Authorization for Miami-Dade County to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion

Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owners following the approval of the Application. This Declaration shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the application, in its entirety, then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the Director of the Regulatory and Economic Resources Department or the executive officer of the successor of said department, or in the absence of such director or executive officer by his/her assistant in charge of the office in his/her absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

Acceptance of Declaration. Acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part and to decline to accept any conveyance or dedication.

Declaration of Restrictions

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Owner. The term Owner shall include the Owner, and its heirs, successors and assigns.

[Execution Pages Follow]

Declaration of Restrictions
Page 5

Witnesses:

Signature

Nanette Colon
Print Name

Signature

Richard Suarez
Print Name

Coral Way Shopping, LLC
Name of Corporation

Address:

7295 Coral Way
Suite 2
Miami, FL 33155

By

(President, Vice-President or CEO*)

Print Name: Miguel Sigler, Jr.

[*Note: All others require attachment of original corporate resolution of authorization]

STATE OF

Florida

COUNTY OF

Miami Dade

The foregoing instrument was acknowledged before me by Miguel Sigler Jr the
Member of Coral Way Shopping corporation, on
behalf of

(Title)

(Name)

the corporation. He/She is personally known to me or has produced
Idol, as identification.

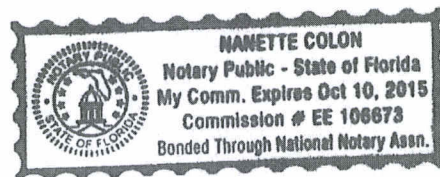
Witness my signature and official seal this 6 day of September,
2013, in the County and State aforesaid.

Notary Public-State of

Florida

Print Name

My Commission Expires:



JOINDER BY MORTGAGEE
CORPORATION

The undersigned Coral Way Shopping LLC, a Florida Limited Liability
(state) corporation and Mortgagee under that certain mortgage from
Eastern National Bank dated the 10 day
of September, 2010, and recorded in Official Records Book
27418, Page 1071, of the Public Records of Miami-Dade County, Florida,
covering all or a portion of the property described in the foregoing agreement, does hereby
acknowledge that the terms of this agreement are and shall be binding upon the undersigned and
its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 6th day of
September, 2013.

Witnesses:

[Signature]
Signature
Nanette Colon
Print Name

Signature

Print Name

Coral Way Shopping LLC
Name of Corporation

Address: 7295 Coral Way, Suite 2
Miami, FL 33155

By [Signature]
(President, Vice-President or CEO*)

Print Name: Miguel Sigler TR.

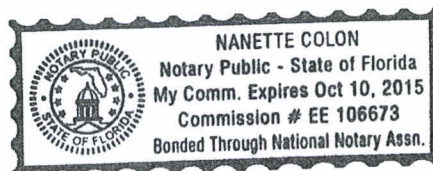
[*Note: All others require attachment of original
corporate resolution of authorization]

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by Miguel Sigler TR. the
Member of Coral Way Shopping corporation, on
behalf of _____ (Title) _____ (Name)
the corporation. He/She is personally known to me or has produced
DL, as identification.

Witness my signature and official seal this 6th day of September, 2013, in
the County and State aforesaid.

Notary Public-State of Florida
[Signature]
Print Name
My Commission Expires:



ACKNOWLEDGEMENT CORPORATION

Signed, witnessed, executed and acknowledged on this 6th day of September, 2013

IN WITNESS WHEREOF, Coral Way Shopping, LLC, a Florida Limited Liability has caused these presents to be signed in its name by its proper officials.

Witnesses:

Signature

Print Name

Signature

Print Name

Coral Way Shopping LLC

Name of Corporation

Address:

7295 Coral Way, Suite 2
Miami, FL 33155

By

(President, Vice-President or CEO*)

Print Name:

Miguel Sigler Jr.
[*Note: All others require attachment of original corporate resolution of authorization]

STATE OF

Florida

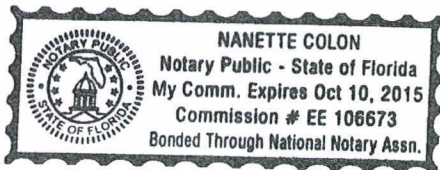
COUNTY OF

Miami-Dade

The foregoing instrument was acknowledged before me by Miguel Sigler Jr.
(Name)
the MEMBER of CORAL WAY SHOPPING corporation, on
(Title) (Corporation Name)
behalf of the corporation.

He/She is personally known to me or has produced DRIVERS LICENSE, as identification.

Witness my signature and official seal this _____ day of _____, _____, in the County and State aforesaid.



Signature

Print Name

Notary Public-State of _____

My Commission Expires: _____

EXHIBIT A

Lots 17, 17a, 18, 18a, 19 and 19a, Block F, Coral Terrace Section Two, according to the plat thereof as recorded in Plat Book 14, Page(s) 58, Public Records of Miami-Dade County, Florida, less the South 15 Fee thereof